

U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN

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HUNTINGTON NATIONAL BANK,

Plaintiff,

v

MARK A. STOCKWELL,

Defendant In Personam,

MOONBEAM, 2010 INTREPID 370 WITH  
HULL # 1BW37776L910,

Defendant In Rem.

Docket No. 1:17-CV-096

HON. PAUL L. MALONEY

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Peter D. Rhoades (P49515)  
David E. Bevins (P48955)  
RHOADES McKEE, PC  
Attorneys for Plaintiff  
55 Campau Avenue N.W., Suite 300  
Grand Rapids, MI 49503  
(616) 235-3500

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**DEFAULT MONEY JUDGMENT AGAINST DEFENDANT MARK A. STOCKWELL  
AND ORDER RELEASING VESSEL AND DISMISSING COUNT II**

This matter having come before this Court pursuant to Plaintiff's Motion, this Court noting the default of the Defendants, and the Court being otherwise fully conversant with the facts and law:

**THIS COURT FINDS AS FOLLOWS:**

- A. The contract amount due of \$255,175.33 is consistent with the relief requested in Count I of Plaintiff's Corrected Amended Verified Complaint and is otherwise proper.

- B. The Court has reviewed Plaintiff's request for reimbursement of attorneys' fees of \$12,366.00 based on the contracts between the parties and finds (i) the hourly rate is below many of the applicable categories set forth in the 2014 Economics of Law Practice Attorney Income and Billing Rate Summary Report published by the State Bar of Michigan and is, therefore, reasonable, (ii) the number of hours expended is appropriate for a case of this type and complexity, and (iii) no upward or downward adjustment to the attorney fee request is warranted due after considering the experience of counsel, the complexity of this matter and the other relevant factors.
- C. The Court has reviewed Plaintiff's request for reimbursement of \$6,920.00 in costs and finds the costs reasonable.
- D. The request to release the *Moonbeam*, sell it for \$150,000.00 and dismiss Count II of Plaintiff's Corrected Amended Verified Complaint is reasonable.

**THEREFORE:**

**IT IS ORDERED** that a money judgment is hereby entered against Defendant Mark A. Stockwell and in favor of Plaintiff in the amount of \$124,461.33 (the "Money Judgment"), which represents that amount due of \$274,461.33, as of June 20, 2017, less the \$150,000.00 proceeds for the sale of Defendant *Moonbeam*, 2010 Intrepid 370, Hull # 1BW37776L910.

**IT IS FURTHER ORDERED** that the Money Judgment shall accrue interest at the contract rate of \$21.31 (6.25%) from June 21, 2017, to the date of this Money Judgment, and at the Federal Judgment Rate thereafter.

**IT IS FURTHER ORDERED** that that the United States Marshal's obligations and/or duties pursuant to the arrest warrant are hereby terminated. Any unused portion of Plaintiff's original retainer will be returned to Plaintiff at the United States Marshal's earliest opportunity.

**IT IS FURTHER ORDERED** that Defendant *Moonbeam*, 2010 Intrepid 370, Hull # 1BW37776L910 be released to Plaintiff and its Substitute Custodian, Bergmann Boat Storage, Inc. d/b/a Bergmann Marine.

**IT IS FURTHER ORDERED** that Count II of Plaintiff's Corrected Amended Verified Complaint is dismissed without prejudice.

Date: June 30, 2017

/s/ Paul L. Maloney  
Paul L. Maloney  
United States District Judge